

BEFORE THE  
FEDERAL ELECTION COMMISSION

In the Matter of  
China Airlines, Ltd.

MUR 4594

RESPONSE OF CHINA AIRLINES, LTD. TO  
SUBPOENA TO PRODUCE DOCUMENTS AND  
ORDER TO SUBMIT WRITTEN ANSWERS

Respondent China Airlines, Ltd. ("CAL") responds as follows to the Federal Election Commission's Subpoena To Produce Documents and Order To Submit Written Answers.

GENERAL OBJECTIONS, INCLUDING OBJECTIONS  
TO INSTRUCTIONS AND DEFINITIONS

1. CAL objects to the third paragraph of the instructions, which requires that CAL set forth the identification of "each person capable of furnishing testimony concerning the response given . . ." The instruction is overly broad, unduly burdensome, oppressive, and vexatious. Further, as set forth below, CAL objects to the use in this instruction of the term "person" as defined by the Federal Election Commission.

2. CAL objects to the sixth paragraph of the instructions, which indicates that the discovery requests shall refer to the time period January 1, 1987 to present. As set

forth more fully in CAL's accompanying letter to the Commission, this time period far exceeds the scope of the even potentially relevant time period for FEC enforcement purposes under the applicable statute of limitations.

3. CAL objects to the definitions of "you" and to the definition of "Document" as it incorporates the term "you," to the extent that such definitions seek to include agents or attorneys of CAL. The definitions are overly broad, unduly burdensome, oppressive, vexatious, and may request the production of irrelevant documents or call for documents not in the possession, custody, or control of CAL. As set forth below, CAL also objects to these definitions to the extent they would require disclosure of privileged documents.

4. CAL objects to the definition of "Persons" and to each question and document request incorporating the definition of "Persons" to the extent that it refers to any entity other than CAL or seeks to require CAL to search for documents relating to people or entities of which CAL may have no knowledge. The definition of "person" is vague, ambiguous, overly broad, unduly burdensome, oppressive, vexatious, and may request the production of irrelevant documents or call for documents not in the possession, custody, or control of CAL.

5. CAL objects to the definition of "documents" and to each document request incorporating such definition to the

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extent that it is inconsistent with or seeks to alter or expand the requirements of the Federal Rules of Civil Procedure.

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6. CAL objects to each request if and to the extent that it requests the production of documents protected against disclosure by the attorney-client privilege, the work product doctrine, or any rule of privilege, confidentiality, or immunity provided by law. CAL further objects to each document request to the extent that it requests documents the production of which would violate the privacy rights of individuals, confidentiality agreements, or that would result in the disclosure of confidential commercial information, trade secrets, or proprietary information. Moreover, CAL construes each document request not to request legal memoranda, drafts of pleadings, attorney notes, communications between CAL and its counsel, communications between counsel and experts retained to assist counsel, communications between counsel, or other documents and communications that were generated or gathered by or for counsel after receipt of the Federal Election Commission's December 6, 1996 "reason to believe" letter.

7. In responding to these questions and document requests, CAL does not waive the foregoing objections or the specific objections that are set forth in the responses to particular requests. In addition, CAL does not concede by responding that the answers or documents sought or produced are relevant to the subject matter of this action or are calculated

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to lead to the discovery of admissible evidence. CAL expressly reserves the right to object to further discovery into the subject matter of these requests and the right to object to the introduction into evidence of any documents produced in response to these requests.

#### RESPONSES AND SPECIFIC OBJECTIONS

CAL incorporates its General Objections by reference into each response as though fully set forth therein, and no response shall be construed to waive any of those General Objections.

##### Question No. 1:

Explain the relationship of China Airlines to the Chinatown Cultural Plaza Shopping Center ("Cultural Plaza"), 100 North Beretania Street, Honolulu, Hawaii.

- a. State whether China Airlines is or has ever been the owner of Cultural Plaza. If yes, give the dates of ownership, and state whether China Airlines is or was the sole owner.
- b. If China Airlines is not or was not the sole owner of Cultural Plaza, state what, if any, is or was its interest in Cultural Plaza. If joint ownership is or was involved, identify all other entities sharing ownership.
- c. If China Airlines has never been the owner, or an owner, of Cultural Plaza, identify any and all owners of this property, if known to you.

##### Response to Question No. 1:

Without waiving and subject to the General Objections, CAL states as follows:

a. CAL is not now nor has it ever been the owner of the Cultural Plaza.

b. CAL does not now have nor has it ever had an ownership interest in the Cultural Plaza.

c. To the best of CAL's knowledge and belief, Longevity International Enterprises Corporation ("Longevity") is or was the owner of the Cultural Plaza.

**Question No. 2:**

If China Airlines has been the, or an, owner of Cultural Plaza, or has been otherwise associated with this property, answer the following:

- a. Identify any and all companies which have been employed to manage Cultural Plaza and the time frames of their management periods.
- b. State whether Friends for Fasi ("the Fasi committee"), Frank Fasi, or another entity associated with Frank Fasi has leased space in Cultural Plaza for the use of Friends for Fasi.
  - i. If yes, identify the lessor(s) and the lessee.
  - ii. State the date of the initial lease agreement entered into by Friends of Fasi, or another lessee identified above, with regard to space in Cultural Plaza.
  - iii. Specify the time frames for the initial lease arrangement entered into by Friends of Fasi, or another lessee identified above, related to space in Cultural Plaza, and for any subsequent renewals.
  - iv. State whether Friends for Fasi, Frank Fasi, or another entity associated with Frank Fasi, is at present a lessee of space in Cultural Plaza. If no, state the date that lessee vacated the premises.

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- c. State whether officers, directors and/or managers of China Airlines took part in discussions or negotiations leading to the initial leasing of space at Cultural Plaza to Friends for Fasi, or to another lessee identified in answer to Interrogatory 2b.
    - i. If yes, identify those representatives of China Airlines, including job descriptions and nationalities.
    - ii. If yes, identify the individuals and/or entities representing the lessee in the negotiations.
  - d. State the number of rental units which existed within Cultural Plaza at the time of the initial agreement with Friends for Fasi, or another lessee identified in answer to Interrogatory 2b. State whether this number has changed in the intervening years. If the number has changed, state the current number of rental units.
  - e. State whether it is correct that the initial lease agreement with Friends for Fasi, or another lessee identified in answer to Interrogatory 2b, involved 2,700 square feet at \$800 per month. If no, state the actual terms of the agreement, including the amount of space and the rental charge per month.
  - f. State whether, at the time of the initial lease agreement, there were other units in Cultural Plaza which were comparable in size and location to the space leased by Friends for Fasi, or by another lessee identified in answer to Interrogatory 2b.
    - i. If yes, state how many units were comparable.
    - ii. If yes, state the rental charges for these comparable units at the time of the initial agreement with the Fasi committee or the other lessee.
  - g. If, at the time of the initial lease agreement with Friends for Fasi, or another lessee identified in answer to Interrogatory 2b, there were no other units in Cultural Plaza comparable to the space leased by or for Friends for Fasi, explain how the other units differed from the space leased by or for the Fasi committee.

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- h. State whether there have been any revisions, modifications, or amendments of the lease agreement with Friends for Fasi, or another lessee identified in answer to Interrogatory 2b, since the initial agreement. If yes, specify those changes by date, and identify the parties to any new agreement and the individuals representing those parties who were involved in the negotiations or discussions leading up to such revisions, modifications or amendments of the initial lease.
  - i. Using the classification method employed by the Society of Industrial and Office Realtors ("SIOR") (see Factual and Legal Analysis, page 6), state the class to which you would assign Cultural Plaza. Identify other commercial rental property in Honolulu with which you would include Cultural Plaza for classification purposes.

**Response to Question No. 2:**

CAL objects to Question No. 2 as vague and overly broad in its use of the undefined phrase "otherwise associated with." Without waiving and subject to this objection and the General Objections, CAL states that it has not been the, or an, owner of the Cultural Plaza nor has it had a financial or other corporate ownership interest in the Cultural Plaza.

**Document Request No. 1:**

Provide all documents related to the leasing of space at Cultural Plaza to Friends for Fasi.

**Response to Document Request No. 1:**

Without waiving and subject to its General Objections, CAL states that it has and will provide a copy of a brochure promoting the Cultural Plaza, which includes a list of the

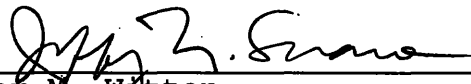
Cultural Plaza's tenants. A copy of the brochure can be found at pages 000001 - 000012.

**Document Request No. 2:**

Provide a picture, map, diagram and/or other visual representation of Cultural Plaza, with an indication of the space leased by Friends for Fasi.

**Response to Document Request No. 2:**

Without waiving and subject to its General Objections, CAL states that the brochure produced in response to Document Request No. 1 contains pictures, maps, diagrams, and/or other visual representations of the Cultural Plaza, which can be found at pages 000001, 000003, 000004, 000005, 000006, 000007, 000008, and 000009.

  
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**Counsel for Respondent  
China Airlines, Ltd.**

February 14, 1997

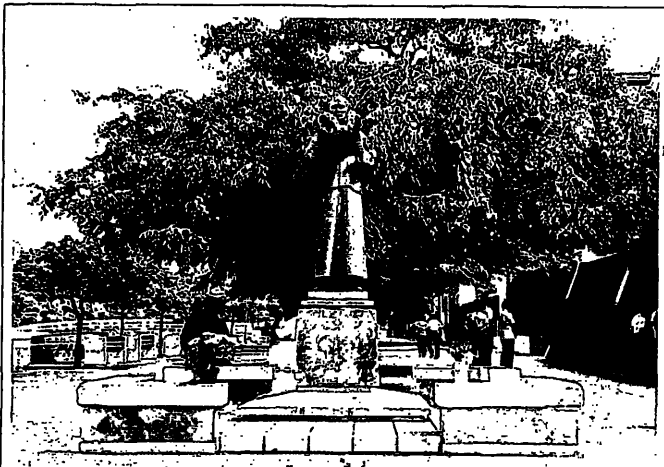
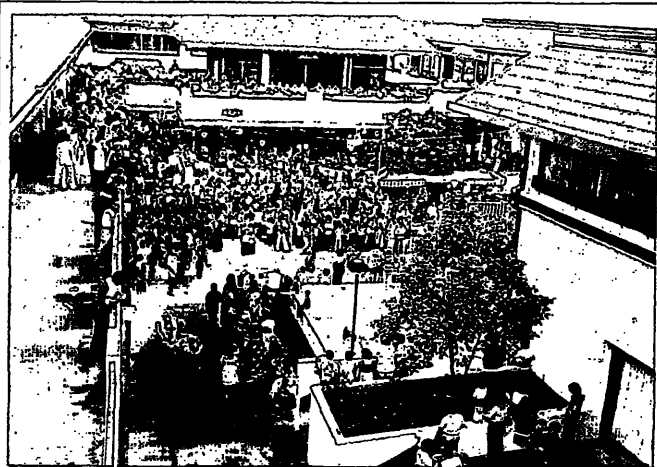
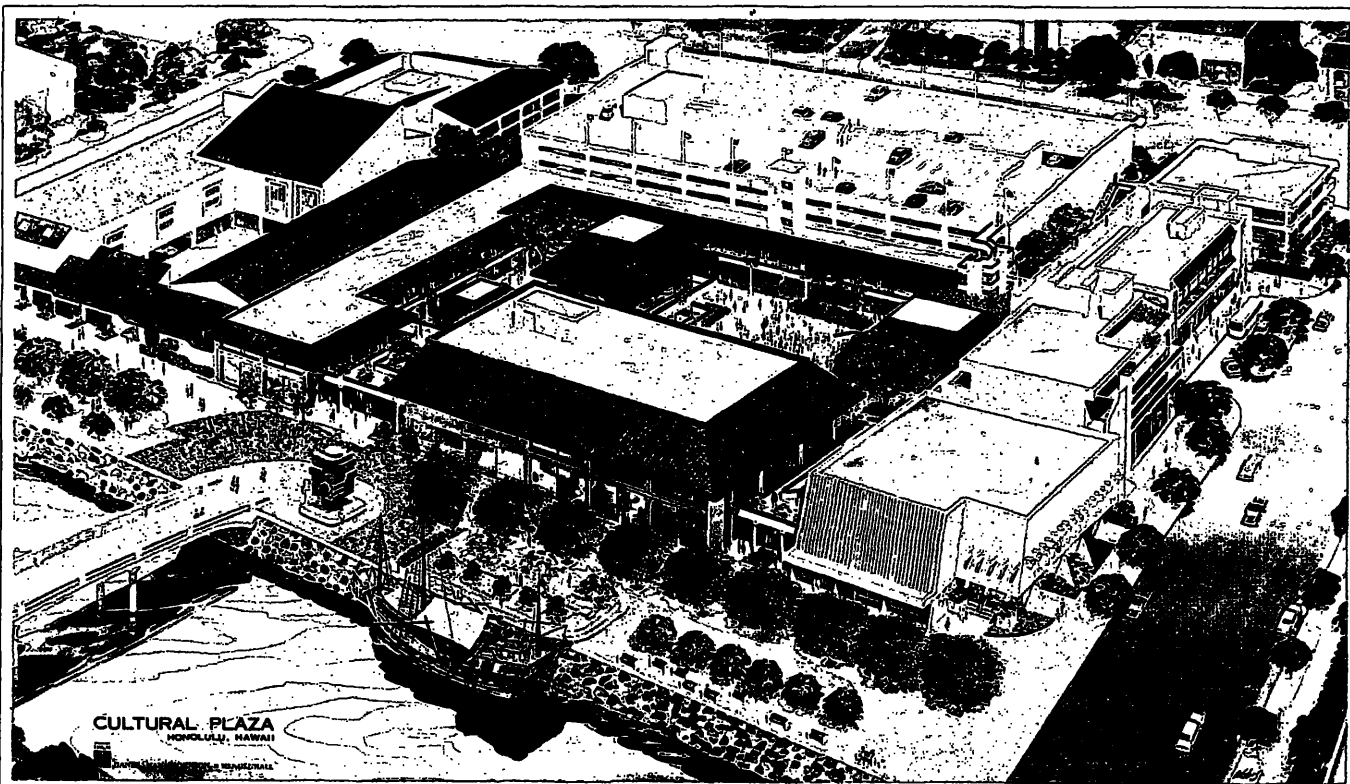




# THE CULTURAL PLAZA

## A Multi-Ethnic Shopping Center

CHINATOWN HONOLULU



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## **Convenient Location**

Nestled within one of Honolulu's most scenic and historical sites, the Chinatown, downtown Honolulu, covering a whole block of four prime acres, bordered by Beretania, Maunakea and Kukui streets and the picturesque River Street Mall.

## **Exciting Experience**

Here you can browse through shops that offer gifts and artifacts from around the world and sample foods of many countries. Many merchants speak foreign languages adding color to the Plaza as they offer everything from acupuncture, turquoise and rare pottery to Oriental silks and screens. You can even bargain for Hawaii's finest jade, much the same as if you were in Hongkong and there is even a Buddhist monk selling books.

You can see lion and dragon dances during festivals.

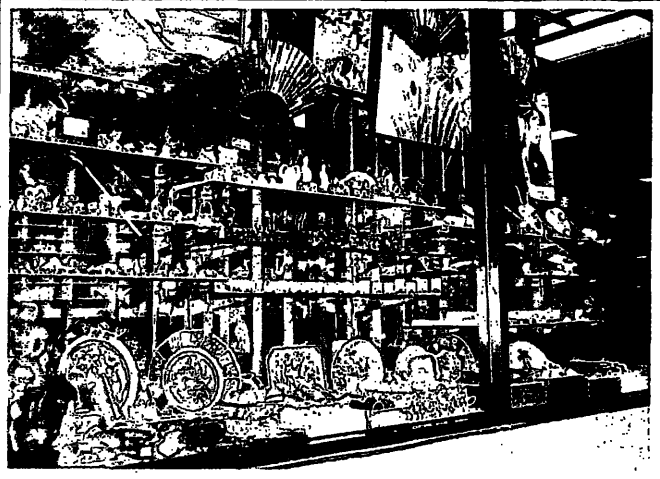
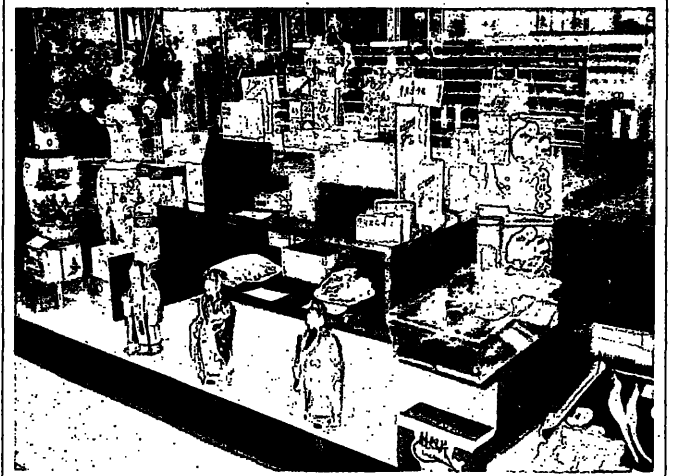
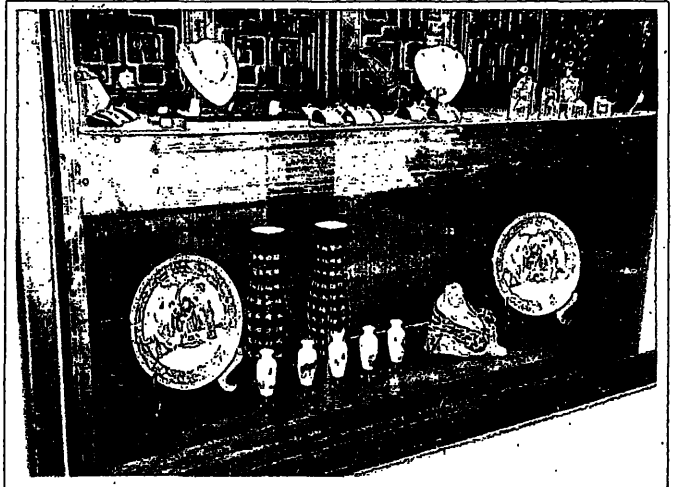
Here you can find Hongkong style cooking, Japanese noodle dishes, a Chinese theatre restaurant with a 1000 seating capacity, the best manapuas, all American hamburger or hot dog, Hawaiian food and spicy Korean dishes and Mongolian Bar-b-Que.....

## **Unique Services**

You can mail letters at our post office, see a dentist, get your hair done, buy groceries at our Open Market or even rent video-T.V. cassettes.....



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## Exotic Gifts & Herb Shops

Here you can select valuable and cute things for yourself and your dear ones. You can even find Oriental medicine and acupuncture practised here.

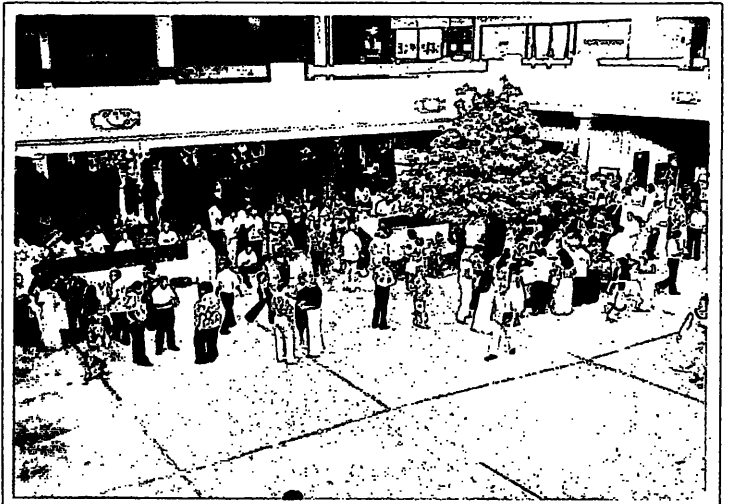


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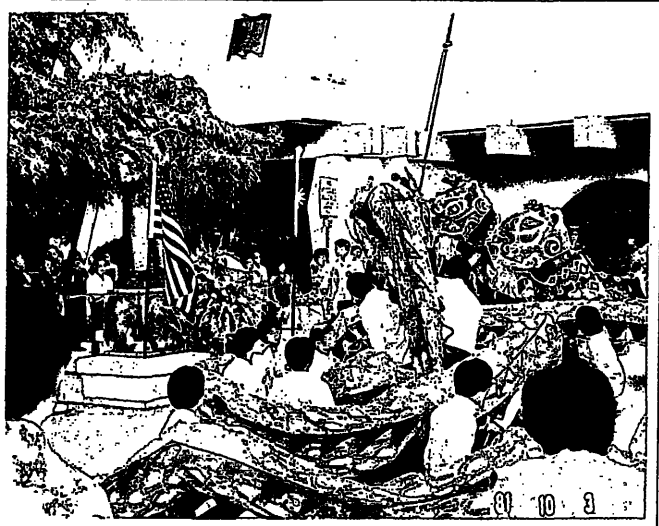
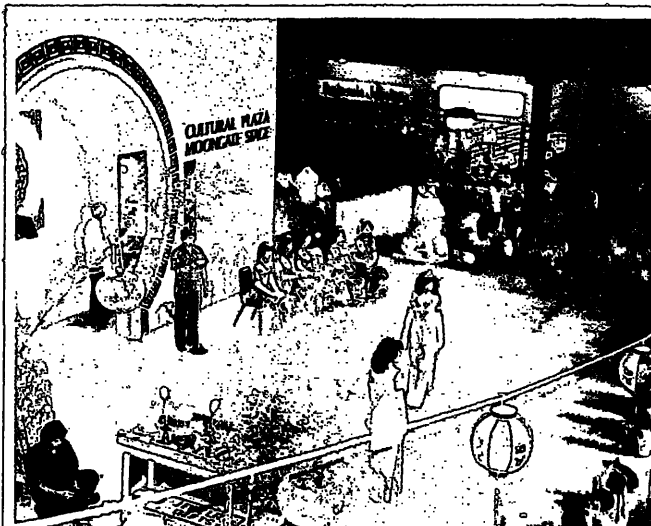


## Restaurants

Many restaurants and snack-bars bring you enjoyable food of tastes from Hongkong, China, Korea, Japan, Vietnam, Philippines as well as Hawaii and America.



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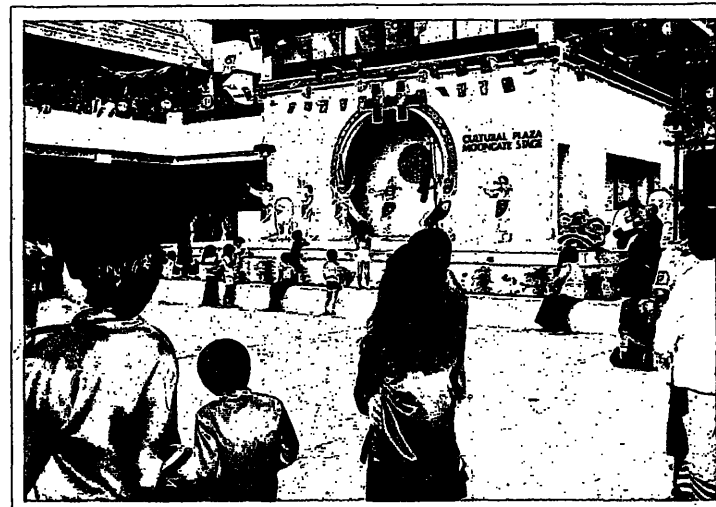
## Festivities

Here you can see Oriental cultural activities and art exhibitions during holidays and important occasions around the year.

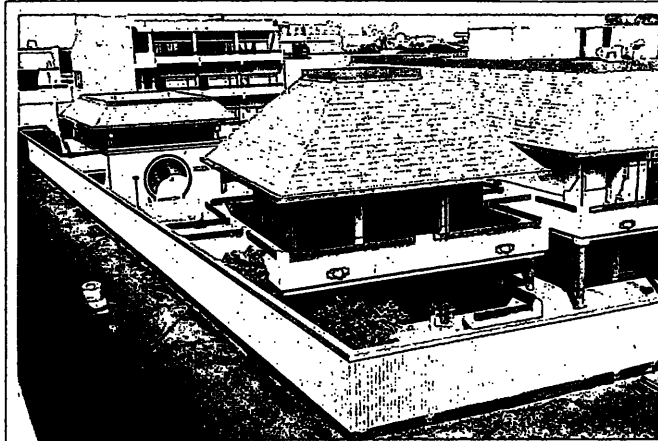


## For your visiting comfort

We have more than 400 underroof parking spaces with adequate lighting and comfortable benches under terraces along-side the river for your convenience.



21 04 402 4367



## Beautiful Environment

The Plaza's multi-level structure incorporates a modern Oriental theme with its sloping, tiled roofs. The spacious courtyard and walkways that flow throughout the Plaza are landscaped with exotic Oriental plants and shrubbery.

The Moon Gate stage offers visitors two surrounding levels from which to view and photograph the performances.

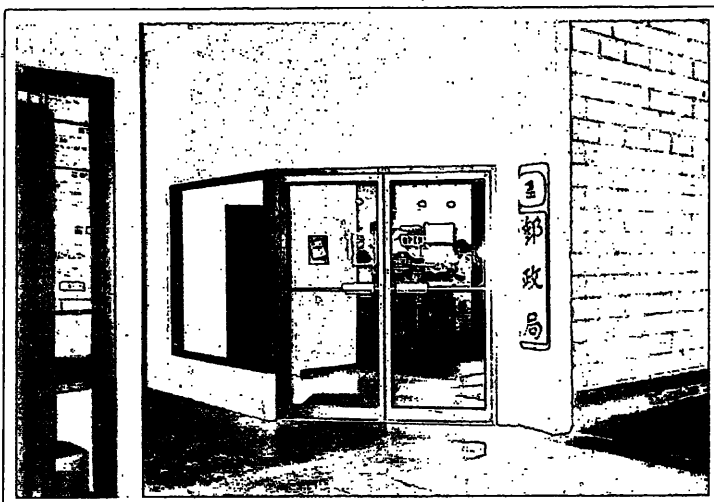
Currently over 70 shops and restaurants and other services are operating at the spacious Plaza site at the corner of Maunakea and North Beretania streets. 90% of the commercial space has been occupied. There is still more units available for new enterprises.

The Plaza nestles by Chinatown, which has always been an attraction. What's more, additional visitor attractions, Chinese and Japanese temples, Foster Gardens are just a block away.

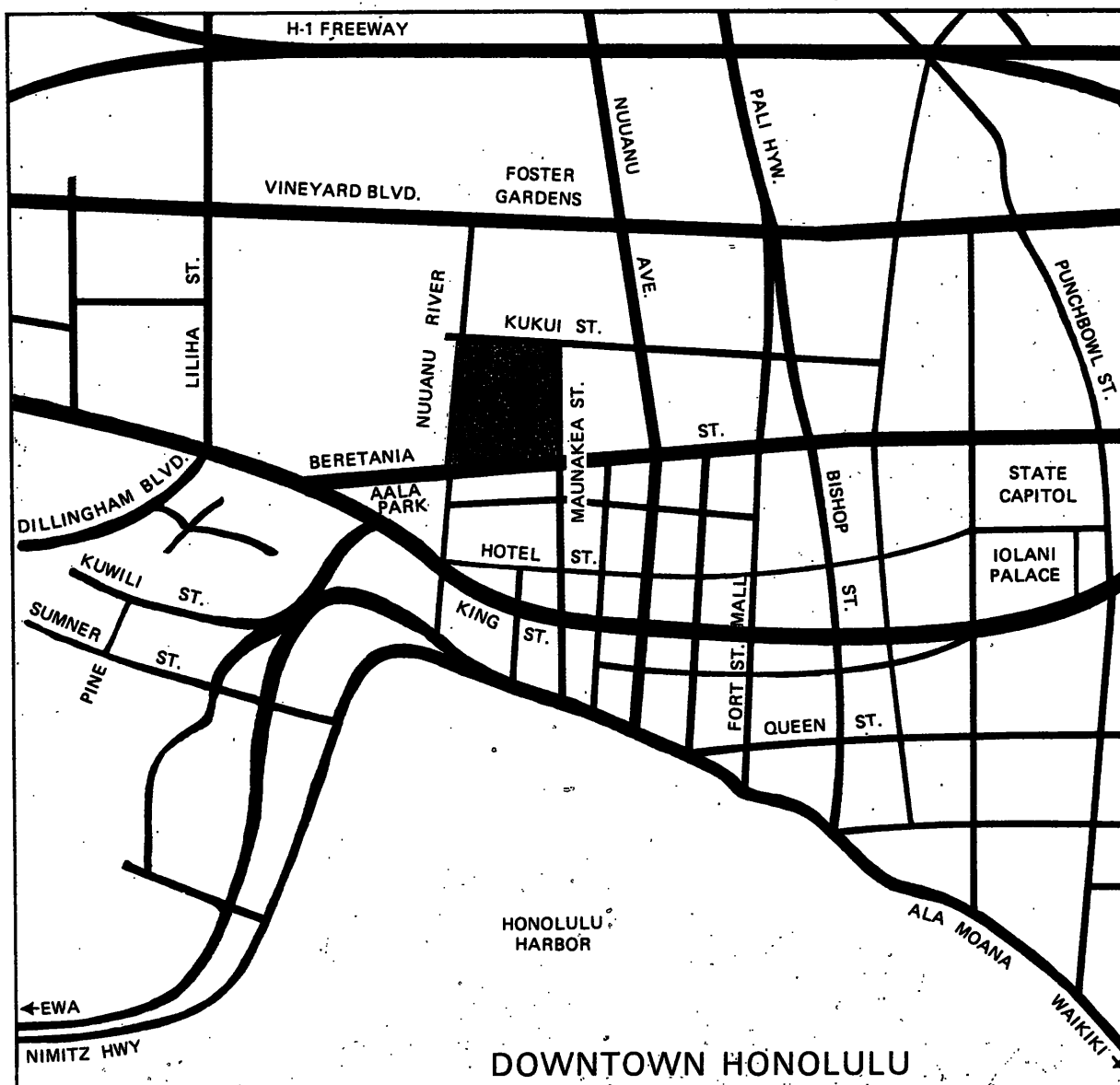


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**A Lot More of  
conveniences  
Make Yourself  
at Home Here!**







## THE CULTURAL PLAZA

The Cultural Plaza is located at 100 North Beretania street, surrounded also by Kukui and Maunakea streets (see map). Drive, walk or take the bus #9 (stops at Kukui street), bus #4 (stops at Nuuanu Ave., one block away), or the buses #2, #8 that go through Hotel street (intersects the Maunakea street) a couple of blocks from the Plaza.

For more information on showtimes, special events, using the Plaza for your event or leasing, call 521-4934.

Cultural Plaza store hours are:  
Daily 9:30 a.m. to 5:00 p.m.

Cultural Plaza restaurant hours are:  
Daily 9:30 a.m. to 10:00 p.m.  
(Closing hours vary)



# Here is a list of businesses in the cultural plaza ready to serve you

## Appliance Stores

Hawaii Cash Register	521-9895	#156
Imperial Video, Inc.	536-9261	#212
National T.V. & Audio	524-8791	#104

## Book Stores

Dragon Gate Book Store	533-7147	#120
Hakubundo, Inc.	521-3805	#101-3
W. H. Hing Culture and Arts	537-2412	#165

## Clinics

Chinese Acupuncture Center	533-6778	#169
Cultural Plaza Dentistry	523-8665	#211
Tak Wah Tong Chinese Medicine	537-4669	#115

## Cocktail Lounge

Komachi Lounge	538-9436	#207
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## Export-Import Company

Lee Jing Tsuen	523-9510	#206D
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## Florist

Ikebana Florist	521-2455	#158
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## Footwear Store

Footwear House	521-5913	#164
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## Furniture Stores

China Furniture Co., Ltd.	537-9369	#105
Lane East	536-5550	#213

## Game Galleries

Da Rink	521-2364	#129
Game Gallery	531-7643	#116

## Gift Shops

Art of Japan	536-1208	#163
W. H. Hing Culture and Arts	537-2412	#165



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### Grocery Stores

Cultural Plaza Open Market	523-5983
Cheong's Meat, Island Pork	531-0793
Enrie Munoz's Market	533-2312
E. & T. Variety	536-4105
Farm Fresh, Inc.	536-0360
Good Year Chinese Shop	533-4162
Jae Mis Korean Food	531-2611
Joy Dumpit	531-2656
Kalihi Poultry	521-3505
K. K. Fish Market	536-4111
Lani's Market	537-6792
Malo's Fish Market	521-7030
One Huang	521-2060
P & D Meats	521-3695
T. C. Meat Market	533-4873
Wing Hop Hing Store	537-2412
W M & K Fish Market	537-2101

### Hair Stylists

Ambassador Hair Design	531-7708	#209
Tim's Hairstyling Ctr.	533-6800	#117

### Jewelry Stores

Bin Ching Jade Centre	531-0644	#119
Excellent Gems	531-8666	#134
Gold Horse Jewelry	531-1007	#118
Kim Thanh Inc.	531-6047	#121
Lane East	536-5550	#213
Peninsula Jewelry	524-0512	#114

### Luggage Store

Ace Pacific Inc.	521-2221	#105
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### Newspaper and News Agencies

Sing Tao Newspaper Ltd.	521-6591	#148
United Chinese Press	536-6883	#204

### Post Office

U. S. Post Office	546-5619	#160
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### Realty Companies

Arakawa & Associates	521-8527	#210
Hin Chiu Lau Realty	524-6121	#210
Home Resources Inc.	523-5855	#210
O'Nan Realty Investments	537-5724	#210



### Restaurants

Bangkok Saigon Restaurant	521-7338	#206B
Culinary Studio	537-4528	#178
Ding Hao Restaurant	533-4983	#176
Doong Kong Lau Restaurant	531-8833	#110-111
Empress Restaurant	521-5055	#205
Fat Siu Lau Chop Suey	538-7081	#108
Hifumi Japanese Restaurant	536-3035	#113
Hong Kong Noodle House	536-5409	#172
Korean Table	521-6219	#112
Lee Ho Fook Restaurant	536-6077	#170
Little Shanghai	531-1238	#167
Mongolian Bar-B-Que	533-7305	#109
Royal Kitchen	524-4461	#175
Won Kee Seafood	524-6877	#106-107

### Rink

Da Rink	521-2364	#129
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### Schools

Island Paradise School	533-7865	
Pacific Baptist Temple and Schools	533-4451	
Sun Yat Sen School	536-5836	

### Societies

Chee Kung Tong	531-7932	#301
Friends for Fasi	521-1031	#203
Hawaii Refugee	531-1353	#201A
Hsing Chung Hui	536-9539	#204
Chinese Culture Service Center	538-3725	#202

### Snack Bar

Little Crown		#177
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### Tailor Shop

Shun Hing Tailor Shop	536-0585	#166
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### Travel Agencies

Cultural Travel Inc.	524-0775	#147
Joinworld International Enterprise	526-9381	#303
Trans Atlas Travel Service	521-8588	#208

Security guard: 583-0786  
Office: 949-5595

Management Office: 521-4934

